

# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Agreement with San Joaquin County for the Hazardous Materials Team

MEETING DATE: November 7, 2001

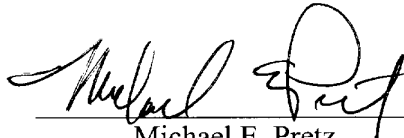
PREPARED BY: Michael Pretz, Fire chief

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RECOMMENDED ACTION: Approve the agreement and allow the City Manager to sign on behalf of the City.

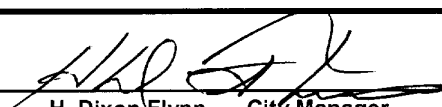
BACKGROUND INFORMATION: During the past year, San Joaquin County Office of Emergency Services has decided to no longer replace the equipment used by responding agencies to hazardous material incidents. This change has resulted in the development of a new agreement. The agreement allows a responding agency to bill costs of a hazardous materials incident to responsible parties or to agencies not signatories to this agreement. In addition, the agreement sets up a Steering Committee to develop common charge rates and conditions for response to non-signatory jurisdictions. The City of Lodi is a member of the County Hazardous Materials team.

**FUNDING: Not applicable.**



Michael E. Pretz  
Fire Chief

APPROVED: \_\_\_\_\_



H. Dixon Flynn -- City Manager

AGREEMENT FOR HAZARDOUS MATERIALS TEAM  
WITHIN SAN JOAQUIN COUNTY

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the cities of LODI, hereinafter referred to as "LODI", and STOCKTON, hereinafter referred to as "STOCKTON", and TRACY, hereinafter referred to as "TRACY", and the MANTECA LATHROP FIRE DISTRICT, hereinafter referred to as "MLFD", and the WOODBRIDGE RURAL FIRE PROTECTION DISTRICT, hereinafter referred to as "WRPD", and the RIPON FIRE DISTRICT, hereinafter referred to as "RIPON", and the MOKELUMNE FIRE DISTRICT, hereinafter referred to as "MOKELUMNE", and the LINDEN FIRE DISTRICT, hereinafter referred to as "LINDEN", and the CLEMENT FIRE DISTRICT, hereinafter referred to as "CLEMENTS", and the ESCALON FIRE DISTRICT, hereinafter referred to as "ESCALON".

RECITALS:

This Agreement is made with reference to the following facts:

1. The cost of maintaining hazardous materials emergency response capabilities within the boundaries of San Joaquin County, including within the incorporated cities of the County, can be reduced by a coordinated effort of the cities, fire districts, and the County of San Joaquin.
2. Greater efficiency and planning and response can be achieved by joining the efforts of the cities, fire districts, and the County of San Joaquin by creating a Hazardous Materials Team, centralizing hazardous materials records, and coordinating the training and the use of vehicles and special equipment.

ARTICLE 1.

CREATION OF SAN JOAQUIN COUNTY HAZARDOUS  
MATERIALS TEAM.

A San Joaquin County Hazardous Materials Team, hereinafter referred to as "TEAM", is hereby created to provide technical services at the scene of a hazardous materials incident within the boundaries of San Joaquin County. Each of the parties to this Agreement agrees to designate a number of trained individuals to serve on the TEAM on an on-going basis.

Each party to this Agreement will be responsible to assure that the individuals designated to fulfill the commitment of this paragraph are trained to the "Hazardous Materials Specialist" or "Technician" level pursuant to the statutes and regulations governing certification by the State of California and maintain annual physical and joint training standards as set by the Team Steering Committee established in Article 4 below. Individuals designated as part of the TEAM serve on an "on-call basis" for any response within the unincorporated boundaries of the COUNTY and the boundaries of the entities which are parties to this Agreement. It is anticipated that each jurisdiction will respond initially to an incident within its boundaries with the minimum standard as set forth in the TEAM policies and procedures, including call back of its team members if necessary, and additional parties will be called to respond to the incident based upon the closest jurisdiction to the incident being called first. No party to this Agreement shall be required to pay any compensation to any other party to this agreement for services rendered hereunder, the mutual advantages and protection afforded by this Agreement being considered adequate compensation to all the parties.

Each party of this Agreement waives all claims against any other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement.

ARTICLE 2.      HAZARDOUS MATERIALS ADMINISTRATION BUREAU FOR TRAINING

A Hazardous Materials Administration Bureau, hereinafter referred to as "BUREAU" consisting of designated members of the parties to this Agreement will provide refresher training for all TEAM participants. Additionally, the BUREAU may provide training for persons other than those designated to serve on the TEAM.

The BUREAU will be responsible for overseeing training standards, certification and recertification, and the monitoring requirements for certification. The BUREAU will keep staff records of each TEAM member and notify TEAM members of medical tests requirements or training needed to maintain certification and expertise required under this Agreement. The BUREAU will not have any operational authority over the TEAM.

ARTICLE 3.      PROVISION OF VEHICLES AND SPECIALIZED EQUIPMENT

Emergency response vehicles and specialized equipment will be maintained by parties to this Agreement in line with their capability to support TEAM operations and response to emergency incidents. It will be the responsibility of the entity owning the vehicles and specialized equipment to maintain its vehicles and equipment and deliver them to the incident site as needed.

The Team Steering Committee may from time to time designate specific vehicles or specialized equipment to be maintained by each party.

ARTICLE 4.      TEAM STEERING COMMITTEE

A Team Steering Committee (TSC) is hereby established which consists of one representative of each of the party jurisdictions to this Agreement. It will be the responsibility of the TSC to set the policies and rules for the governing of the Committee, annual physical and joint training standards for TEAM members, policies for the joint operation of the TEAM, and common charge rates and conditions for response to non-signatory jurisdictions. The representative of each party jurisdiction must attend at least one-half of scheduled meetings of the TSC each year. COUNTY will provide staff support for the Committee.

ARTICLE 5.      CENTRAL HAZARDOUS MATERIALS RECORDS CENTER

COUNTY will establish and maintain a centralized hazardous materials records center with records pertaining to hazardous materials business plans and other records pertinent to responding to a hazardous materials incident such that the information will be available to each of the parties of this Agreement.

ARTICLE 6.      TERM OF AGREEMENT

This Agreement shall be effective from the date executed by all the parties until 2010. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties. This Agreement terminates and supercedes Agreement A-91-1628 and any subsequent amendments to that Agreement.

ARTICLE 7.      WITHDRAWAL OF PARTY

Any party to this Agreement may withdraw as a party to this Agreement prior to the termination of the term of this Agreement upon giving 30 days prior written notice to the other parties.

ARTICLE 8.      REMOVAL OF PARTIES FROM AGREEMENT

The TSC shall annually review participation of each party to the agreement for compliance with its terms and requirements. Any party which has failed to meet one or more of the terms of this Agreement shall be given notice and required to submit a remedial action plan within 60 days to TSC. Failure to implement the remedial action plan within 120 days of its approval by TSC will authorize the TSC by majority vote of all parties present to remove the non-complying party from this Agreement and the mutual benefits resulting therefrom. Such removal will be effective 30 days after the vote for such action by the TSC.

ARTICLE 9.      ADDITIONAL PARTIES

Additional parties may join in this Agreement and become member entities upon unanimous consent of the then member parties. The terms and conditions allowing such joining shall be set forth in an amendment to this Agreement, signed by all of the then member parties.

IN WITNESS WHEREFORE THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

ATTEST:      LOIS M. SAHYOUN  
Clerk of the Board of Supervisors  
of the County of San Joaquin,  
State of California

COUNTY OF SAN JOAQUIN, a  
political subdivision of the  
State of California

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Dario L. Marengo, Chairman

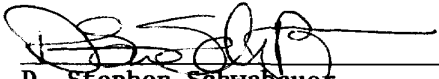
ATTEST:      SUSAN J. BLACKSTON  
City Clerk, City of Lodi

CITY OF LODI, a municipal corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
H. Dixon Flynn, City Manager

APPROVED AS TO FORM:

  
D. Stephen Schwabauer  
Deputy City Attorney  
City of Lodi